

**WYOMING LEGISLATURE
LEGISLATIVE SERVICE OFFICE**

CONTRACT FOR PUBLICATION OF THE WYOMING STATUTES ANNOTATED

1. Parties. The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 W. 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "LSO"), and Matthew Bender & Company, Inc., a member of the LexisNexis Group and a corporation under the laws of the State of New York, 9443 Springboro Pike, Miamisburg, Ohio 45342 (hereinafter referred to as "Contractor").

2. Purpose. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide publishing, editing, indexing, annotations, and printing necessary for the publication of the 2023 Wyoming Statutes Annotated and the 2024 Wyoming Statutes Annotated Supplement, pursuant to Wyoming Statutes §§ 8-2-101, 28-8-105(a)(v) and (c), and 28-8-106 and the State of Wyoming's Request for Proposal Number 0088-H, the Contractor's Technical Response to the Request for Proposal Number 0088-H, and the Contractor's Cost Proposal, which are incorporated herein by this reference.

3. Term of Contract. This Contract is effective when all the parties have executed it (Effective Date). The term of the Contract is from the Effective Date through August 15, 2024. All services shall be completed during this term.

This Contract may be extended for four (4) additional two (2) year periods by agreement of both parties in writing and subject to the required approvals, for a total contract period not to exceed ten (10) years. There is no right or expectation of extension and any extension will be determined at the discretion of the LSO. Pricing for any extension shall be subject to mutual agreement and shall only be increased once in any twenty-four (24) month period. Any increase shall not exceed the annual rate of the United States Department of Labor, Bureau of Labor Statistics, Producer Price Index for Book publishers-Technical, scientific, and professional book publishing (Series ID: PCU511130511130F3)

4. Payment.

A. LSO agrees to pay the Contractor for the services described in Section 5 below as follows:

(i) Wyoming Statutes Annotated. Four hundred thirty-two (432) sets of the printed version of the 2023 Wyoming Statutes Annotated and the 2024 Wyoming Statutes Annotated Supplement for four hundred forty dollars (\$440.00), with three hundred fifty-five dollars (\$355.00) allocated to the 2023 Wyoming Statutes Annotated, and eighty-five dollars (\$85.00) allocated to the 2024 Wyoming Statutes Annotated Supplement. Delivery each year shall be provided by the Contractor at no cost and complimentary to the LSO.

(ii) Electronic Data Files. Electronic data files containing the Wyoming Statutes Annotated shall at least annually be provided by the Contractor at no cost and complimentary to the LSO.

(iii) **Online Public Access to the Wyoming Statutes Annotated.** Online public access and maintenance of the Wyoming Statutes Annotated shall be provided by the Contractor at no cost and complimentary to the LSO.

(iv) **Lexis Advance.** Twenty (20) passwords to Lexis Advance shall be provided by the Contractor at no cost and complimentary to the LSO.

B. Royalties. The Contractor agrees to pay LSO royalties, as described in the Contractor's Technical Response to the Request for Proposal Number 0088-H, on pages 54-55, as follows:

(i) **Annual Royalties.** An annual royalty of ten thousand dollars (\$10,000.00) for use, sales, and distribution by LexisNexis and its affiliates of electronic publications containing the Wyoming Statutes Annotated or any portion of the Wyoming Statutes Annotated.

(ii) **Additional Royalties.** A royalty of twenty percent (20%) of the amount the Contractor receives for licensing the Wyoming Statutes Annotated or any portion of the Wyoming Statutes Annotated to third parties for their sale and distribution in electronic publications.

(iii) **Application of Royalties as Credit.** At the direction of the LSO, the Contractor shall apply all or a portion of the royalties as a credit against any amount owing or to be paid by the LSO for the printed versions of the Wyoming Statutes Annotated purchased by the LSO under this Contract or any extension of this Contract.

C. Upon satisfactory performance as determined by the LSO, payment shall be made within thirty (30) days after delivery. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

D. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the LSO.

5. Responsibilities of Contractor. As stated in the State of Wyoming's Request for Proposal Number 0088-H and the Contractor's Technical Response to the Request for Proposal Number 0088-H, the Contractor agrees to:

A. Perform all services necessary for the publishing, editing, indexing, annotating, and printing of the 2023 Wyoming Statutes Annotated and 2024 Wyoming Statutes Annotated Supplement and deliver four hundred thirty-two (432) sets of the printed version of the 2023 Wyoming Statutes Annotated to the LSO not later than July 1, 2023, and the 2024 Wyoming Statutes Annotated Supplement, not later than July 1, 2024.

B. Not later than July 1 after each session, prepare and provide the LSO electronic data files in the format required by the LSO containing the updated Wyoming Statutes Annotated. The Contractor shall provide such assistance as may be necessary to enable the LSO to make full use of

the electronic data files. The electronic data files shall become the property of the State of Wyoming and the LSO shall determine the use of the files, including transfer of the files to a successor contractor, provided the files shall not be sold or distributed to the public by the State of Wyoming or the LSO.

C. Continue to maintain and update the public access website offering free, searchable access to the Wyoming Statutes Annotated, accessible directly from the Wyoming Legislature's homepage.

D. Provide twenty (20) passwords to Lexis Advance, LexisNexis Group's premier online legal research service, with full access to the most comprehensive menu to include: all States' case law and codes, plus administrative materials, federal case law and codes, plus administrative materials, full jurisdictional Shepard's Federal Legislative Manual, ALI's Restatements of Law, over six hundred (600) law reviews, selected practice area treatises, Martindale-Hubbell Law Director, and full text AMJUR and ALR.

E. To the greatest extent possible under the law, obtain a copyright, exclusively in the name of the State of Wyoming, on all materials published under this Contract, including but not limited to the statutes, index, annotations, and source notes. This copyright shall cover all copyrightable parts of the Wyoming Statutes Annotated in all relevant media, including print and electronic. The Contractor shall take all necessary actions to renew any existing copyrights in the name of the State of Wyoming and provide evidence of the registration or renewal, or both, of all copyrights to the LSO.

6. Responsibilities of LSO. The LSO agrees to:

A. Send the Contractor each chaptered act enacted by the Wyoming Legislature during the 2023 General Session and the 2024 Budget Session.

B. Review and provide comments on each volume of the proofs of the Wyoming Statutes Annotated within ten (10) days of receipt from the Contractor, or such later date as agreed to by the Contractor and the LSO.

C. Notify the Contractor whether the electronic data files are to be provided with or without the annotations or both.

D. Pay the Contractor in accordance with Section 4 above.

7. Special Provisions.

A. Approval by the Governor and the State Treasurer. Pursuant to Article 3, Section 31 of the Wyoming Constitution, this Contract is subject to the approval of the Wyoming Governor and the Wyoming Treasurer.

B. Authority to Sign. The Director of the Legislative Service Office is empowered to be the signatory on all contracts, agreements or modifications pertaining to this project on behalf of the LSO. The Director, Government Content, LexisNexis is empowered to be the signatory on

all contracts, agreements or modifications pertaining to this project on behalf of the Contractor. Such agreements, etc., not bearing these signatures or that of a designee are invalid insofar as contractual relations between the LSO and Contractor are concerned.

C. Distribution and Sale. The Contractor shall be granted the exclusive right to publish, distribute, and sell the Wyoming Statutes Annotated in all forms and media during the term of this Contract and any extensions, provided the State of Wyoming and the LSO reserve the right to freely use and make available to the public on the internet the text of the statutes and state constitution. The State of Wyoming and the LSO reserve the right exchange, through reciprocity, sets of the Wyoming Statutes Annotated for sets of Codes or statutes of other states, territories, tribal governments, and the federal government.

D. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, the LSO may, at its discretion, terminate this Contract without liability to the LSO, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. Monitoring Activities. The LSO shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

F. Restrictions on Communication. In performing its responsibilities under this Contract, the Contractor agrees to obtain approval of the LSO in advance with respect to all communications with legislators and all other Wyoming state and local government officials under this Contract. The Contractor shall not communicate with the media or any other member of the public under this Contract without the prior approval of the LSO, except to acknowledge that a contract with the LSO for the performance of services does exist and to describe the structure of the Contract.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Contract Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the LSO.

D. Audit and Access to Records. The LSO and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the LSO, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the LSO.

E. Availability of Funds. Each payment obligation of the LSO is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, legislative or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the LSO at the end of the period for which the funds are available. The LSO shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the LSO in the event this provision is exercised, and the LSO shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts. The LSO may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the LSO in all such cases.

G. Compliance with Laws. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

H. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in the performance of this Contract will be kept confidential by Contractor until publicly released by the LSO or until written permission is granted by the LSO for its release. If and when the Contractor receives a request for information subject to this Contract, the Contractor shall notify the LSO within ten (10) days of such request and not release such information to a third party unless directed to do so by LSO.

I. Entirety of Contract. This Contract, consisting of nine (9) pages, the State of Wyoming's Request for Proposal Number 0088-H, consisting of twenty-six (26) pages, and the Contractor's Technical Response to the Request for Proposal Number 0088-H, consisting of fifty-eight (58) pages, the Contractor's Cost Proposal, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

J. Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the LSO and shall be accomplished through a written agreement between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

Any agreement to extend this Contract shall include at minimum: 1) an unambiguous identification of the Contract being extended; 2) the term of the extension; 3) the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; 4) a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and 5) if the duties of either party will be different during the extension than they were under this Contract, a detailed description of those duties.

K. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

L. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, the LSO, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

M. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming or the LSO for any purpose. Consistent with the express terms of this Contract, Contractor shall be free from control or direction over the details of the performance of services under this Contract. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract will be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the LSO, or to incur any obligation of any kind on the behalf of the State of Wyoming or on behalf of the LSO. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

N. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, e-mail, or delivery in person. Notice provided by e-mail will be delivered as follows:

LSO: Matt Obrecht, Director
Matt.obrecht@wyoleg.gov
200 W 24th Street
Cheyenne, Wyoming 82002

Contractor: Nikki Daugherty
nikki.daugherty@lexisnexis.com
Director, Government Content, LexisNexis
9443 Springboro Pike
Miamisburg, Ohio 45342

P. Notice and Approval of Proposed Sale or Transfer. Contractor shall provide the LSO with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the LSO determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the LSO may, at its option, terminate or renegotiate this Contract.

Q. Ownership of Documents. The LSO is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the LSO in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the LSO's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual LSO-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to the LSO confirming the destruction of any such residual LSO-owned data.

R. Publicity. Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Contractor, will identify the LSO as the sponsoring agency and will not be released without prior written approval from the LSO.

S. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract will continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. Sovereign Immunity. Pursuant to Wyoming Statute § 1-39-104(a), the State of Wyoming and the LSO expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

U. Subcontractors. On and after the effective date of this Contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written notice to the LSO. The LSO shall have ten (10) days following written notification of the use of any subcontractor, outside associate or consultant to perform any portion of this Contract to object to the subcontractor, outside associate or consultant, or perform the services itself if the LSO determines it can provide the services. If reasonable grounds for the objection exist, the LSO and the Contractor shall then negotiate in good faith for the selection of an alternative party.

V. Taxes. Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

W. Termination. Either party may terminate this Contract, without cause, upon six (6) months written notice. This Contract may be terminated for a material breach provided the complaining party provides sixty (60) days' notice of the intent to terminate and the other party fails to cure the breach within the sixty (60) day period.

X. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract will not be construed so as to create such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract, and will inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

Y. Time is of the Essence. Time is of the essence in all provisions of this Contract.

Z. Titles Not Controlling. Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.

AA. Waiver. The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

BB. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the LSO. Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the LSO within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the LSO.

9. Signatures. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:
Legislative Service Office

Matt Obrecht, Director

Date

CONTRACTOR:

Nikki Daugherty, Director, Government Content, LexisNexis

Date